Registered No. M. 1175.

# The Mysore Gazette

PUBLISHED BY AUTHORITY

Vol. 81] BANGALORE, THURSDAY, MAY 23, 1946 [No. 21

## PART VI

## PUBLIC ADVERTISEMENTS

### FOREST DEPARTMENT

### OFFICE OF THE CHIEF CONSERVATOR OF FORESTS IN MYSORE, BANGALORE.

### Auction Sale of Minor Forest Produce.

Notification dated 3rd May 1946.

**No. S. 2.9-1075--45.**—It is hereby notified for the general information that the exclusive right of collecting the Minor Forest Produce on all Government unoccupied lands, Amrit Mahal Kavals, State Forests, Reserved lands and Plantations for two years from 1st July 1946 to 30th June 1948 will be sold Talukwar by public action on the dates and at the places specified below by the officers indicated against them :—

| Sl. No. | Name of taluk | Place of sale | Date of sale | Officer conducting the sale |
|---|---|---|---|---|
| | **Mysore Division.** | | | |
| 1 | Mysore | District Forest Office, Mysore. | Monday, 27th June 1946. | District Forest Officer, Mysore Division. |
| 2 | Chamarajanagar | | | |
| 3 | Hunsur | | | |
| 4 | Krishnarajanagar | | | |
| 5 | Heggaddevankote | | | |
| 6 | Gundlupet | | | |
| 7 | Nanjangud | | | |
| 8 | T.-Narsipur | | | |
| 9 | Periyapatna | | | |
| 10 | Mandya | | | |
| 11 | Seringapatam | | | |
| 12 | Malvalli | | | |
| 13 | Krishnarajpet | | | |
| 14 | Nagamangala | | | |
| 15 | Maddur | | | |
| 16 | French-Rocks | | | |
| | **Bangalore District.** | | | |
| 1 | Bangalore North | District Forest Office, Bangalore. | Wednesday, 29th June 1946. | District Forest Officer, Bangalore District. |
| 2 | Bangalore South | | | |
| 3 | Hoskote | | | |
| 4 | Devanhalli | | | |
| 5 | Dodballapur | | | |
| 6 | Kankanhalli | | | |
| 7 | Anekal | | | |
| 8 | Magadi | | | |
| 9 | Channapatna | | | |
| 10 | Nelamangala | | | |
| 11 | Closepet | | | |
| | **Kolar District.** | | | |
| 1 | Chintamani | District Forest Office, Kolar. | Friday, 7th June 1946. | District Forest Officer, Kolar District. |
| 2 | Goribidnur | | | |
| 3 | Chikballapur | | | |
| 4 | Bowringpet | | | |
| 5 | Malur | | | |
| 6 | Kolar | | | |
| 7 | Srinivaspur | | | |
| 8 | Mulbagal | | | |
| 9 | Bagepalli | | | |
| 10 | Sidlaghatta | | | |
| 11 | Gudibanda Sub-Taluk | | | |
| | **Tumkur District.** | | | |
| 1 | Tumkur | District Forest Office, Tumkur. | Monday, 10th June 1946. | District Forest Officer, Tumkur District. |
| 2 | Madhugiri | | | |
| 3 | Pavagada | | | |
| 4 | Sira | | | |
| 5 | Chiknayakanhalli | | | |
| 6 | Tiptur | | | |
| 7 | Gubbi | | | |
| 8 | Kunigal | | | |
| 9 | Kortgere | | | |
| 10 | Turuvekere | | | |
| | **Chitaldrug District.** | | | |
| 1 | Molakalmuru | District Forest Office, Chitaldrug. | Wednesday, 12th June 1946. | District Forest Officer, Chitaldrug District. |
| 2 | Hiriyur | | | |
| 3 | Hosadurga | | | |
| 4 | Chitaldrug | | | |
| 5 | Challakere | | | |
| 6 | Jagalur | | | |
| 7 | Holalkere | | | |
| 8 | Davangere | | | |
| 9 | Harihar | | | |

| Sl. No. | Name of taluk | Place of sale | Date of sale | Officer conducting the sale. |
|---|---|---|---|---|
| | **Shimoga Division.** | | | |
| 1 | Shimoga | District Forest Office. Shimoga. | Monday, 17th June 1946. | District Forest Officer, Shimoga Division. |
| 2 | Honnali | | | |
| 3 | Thirthahalli | | | |
| 4 | Kumsi Sub-Taluk | | | |
| | **Bhadravati Division.** | | | |
| 1 | Narasimharajpur Sub-Taluk. | District Forest Office, Bhadravati. | Wednesday, 19th June 1946. | District Forest Officer, Bhadravati Division. |
| 2 | Tarikere | | | |
| 3 | Chennagiri | | | |
| | **Kadur Division.** | | | |
| 1 | Chikmagalur | District Forest Office, Chikmagalur. | Friday, 21st June 1946. | District Forest Officer, Kadur Division. |
| 2 | Kadur | | | |
| 3 | Koppa | | | |
| 4 | Mudigere | | | |
| | **Sagar Division.** | | | |
| 1 | Sagar | District Forest Office, Sagar. | Monday, 24th June 1946. | District Forest Officer, Sagar Division. |
| 2 | Sorab | | | |
| 3 | Shikarpur | | | |
| 4 | Nagar | | | |
| | **Hassan District.** | | | |
| 1 | Hassan | District Forest Office, Hassan. | Wednesday, 26th June 1946. | District Forest Officer, Hassan District. |
| 2 | Channarayapatna | | | |
| 3 | Hole-Narsipur | | | |
| 4 | Manjarabad | | | |
| 5 | Belur | | | |
| 6 | Alur Sub-Taluk | | | |
| 7 | Arkalgud | | | |
| 8 | Arsikere | | | |

N.B.—(1) Alale crop in Belur, Arkalgud and Arsikere Taluks will be sold as an independent item.

(2) The right of removal of Minor Forest Produce from Survey No. 2 of Padmane Village, Chikmagalur Taluk, will be sold separately as an independent item as usual.

(3) The right of collection of 'Pith' in Shimoga and Kumsi Taluks will be sold separately as an independent item.

(4) The right of collection and removal of Lichens "ಕಲ್ಲು ಹುಪ್ಪು" will be sold as an independent item in the Kolar District.

*Remarks.*—(1) Six tamarind trees for the use of Kolipalya and other adjacent villagers and one tamarind tree for Doddegowdanapalya villages numbered by the Department a fortnight before the sale are reserved in Chamarajanagar State Forest.

(2) Excludes the produce of Inam, Jodi, Kayamgutta, Sarvamanya, Kandayam, Kunigal Stud Farm lands and other lands, which are in the occupancy of private individuals as well as village "Amarayi" which is sold separately by the Amildar in the Revenue Department.

Village Amarayi consists of the following ten kinds of produce found in the assessed waste, gomal kharab lands, gavatana and other lands set apart for communal purposes:—

| | |
|---|---|
| 1 Hunse | 6 Neralu |
| 2 Mavu | 7 Halasu |
| 3 Seege | 8 Jali |
| 4 Cocoanut | 9 Honge seeds and leaves and |
| 5 Hippe | 10 Byala |

N.B.—(a) The Government will not make any extra demand for lands resigned from occupation and the lessee shall not be entitled to any rebate on account of lands taken for cultivation during the currency of the lease.

(b) Excludes the produce of areas included in the Venugopal Wild Life Park in the Mysore Division.

(c) Excludes the produce of the Forest Village areas in the Bangalore District.

2. The lessee shall not interfere with any forest operations such as planting, sowing, thinning, felling or any work of contract, repair or maintenance, etc., that any Department of Government may wish to conduct in the leased area. Should any damage be caused to Minor Forest Produce by such operations he shall not be entitled to any compensation.

| DESCRIPTION OF PRODUCE. | |
|---|---|
| Tamarind fruit | Silk Cotton |
| Seegikayi | Bendu (State Forest) |
| Gum | Linseed |
| Honey | Bolar bark |
| Bees' wax | Pot stone |
| Kapilarang | Rampatre or Kanpatre |
| Gerubija or marking nut | Jungle saffron |
| Wood apple | Patanga |
| Lichens | Bones |
| Maradipappu or Charpappu | Maddi |
| Horns | Chilladabija |
| Hides | Chagachebija |
| Tarikayi | Guggala |
| Kenchagache | Neem seeds |
| Galnut | Cashewnut |
| Antavaladakai | Pappalichakke |
| Guricharlu | Hippe seeds |
| Wild Castor seeds (State Fts.) | Mango fruits |
| Kan Pepper | Kalluhuvu |
| Kan Cardamom | Makliberu (State Forest) |
| Masani buds | Sogadeberu do |
| Halmaddi | Kakkekayi |
| Hulgal seeds | Somechakke |
| Chinnamon seeds | Lebi fruit |
| Vatchuli | Inglara |
| Bende fibre | Nili seeds |
| Wild Olive | Nuxvomica |

*Remarks.*—The following produce in the localities mentioned below are excluded from the list of produce detailed above.

(1) *Tumkur District.*—(1) Seethapal, (2) Nux-vomica and (3) Dividivi.

(2) *Bangalore District.*—(1) Mango and Nerlu crop of Jarakabande Kaval in Bangalore Range, (2) Dividivi, (3) Tamarind, (4) Maradi and (5) Nuxomica.

(3) *Sagar Division.*—(1) Balapa stones in Kavaledurga Forest, (2) Bees wax and honey.

(4) *Chitaldrug District.*—Tamarind.

(5) *Kolar District.*—(1) Tamarind, (2) Seethapal and (3) Marady seeds in the State Forests and Plantations.

(6) *Mysore District.*—(1) Cashewnut and (2) Mango crop of Talakad.

3. The auction will commence at 2 p.m. and if it is not concluded on the same day, it will be continued on the next following day at the same hour.

4. Defaulters on account of previous leases will not be permitted to bid.

5. No person will be allowed to bid unless he (1) produces a certificate from the Amildar of the Taluk in which he resides in regard to his solvency and its extent or an exchange certificate as provided in clause 6, and (ii) deposits also with the officer holding the sale a sum of Rs. 200 which must be in the form of cash or currency notes.

6. Bidders who are not residents of Mysore State and who do not possess unencumbered property in Mysore State at least to the extent of the estimated value of the lease unit for which they intend bidding should, before they are allowed to bid, either deposit with the officer conducting the sale half the estimated amount of the lease, to the nearest hundred rupees, as earnest money or they should produce a local surety fully solvent to the extent of the highest bid likely to be at the conclusion of the sale. The bond to be taken from the surety should be on stamp paper, the stamp payable being governed by the provisions of the Stamp Act. In cases where the foreign bidders deposit half the estimated amount of the lease, the usual deposit of Rs. 200 is unnecessary, and in cases where they produce a local surety the usual deposit of Rs. 200 should also be recovered from them. In the former case the remaining amount of the lease must be paid, before the expiry of half the period covered by the lease, in two equal quarterly instalments, when the lease is for one year, and in two equal half-yearly instalments, when the lease is for two years.

7. The highest bidder shall deliver his solvency certificate to the officer conducting the sale and get in exchange, if he so desires, a certificate signed by the latter which will be sufficient authority for him to bid at auction sale in any one of the remaining divisions. This exchange certificate shall be delivered to the officer conducting the sale in case the party named therein happens to the highest bidder obtaining in lieu thereof, if he wishes a fresh exchange certificate for his use. The exchange certificate will contain all the particulars found in the Amildar's certificate with the details of purchase made in the sales of other Divisions as well as in the one, in which the exchange certificate is sought for. The deposits of unsuccessful bidders will be returned immediately after the sale.

8. The exclusive right of collecting and removing the produce above described will be disposed of to the highest bidder, subject to the confirmation of the Chief Conservator of Forests or the Conservator of Forests, Shimoga, or Mysore Circles who, at their discretion, may accept or reject the highest or any other bid, without assigning any reason therefor.

In case the sale is not confirmed in the name of the highest bidder, the next highest bidder may be called upon to take up the lease and in that case, he shall abide by all the conditions prescribed herein for the highest bidder. The deposits of the next highest bidders will be retained until the question of confirmation of the sale is decided.

9. The successful bidders shall immediately after the close of the sale, credit into the Government Treasury, one-quarter of the total sale amount including the deposit already made together with the local, railway and other cesses, on the entire lease amount at the rates prevailing in the district. In default, the deposit will be forfeited and the right resold. Such resales will be at the risk of the defaulting purchaser who will be liable to make good any loss that may result to Government but will have no claim to any surplus accruing therefrom. Such losses will be recoverable as an arrear of land revenue.

10. If the sale is not confirmed by the authority concerned, all moneys paid will be refunded to the party.

11. Within fifteen days of the intimation of the confirmation of the sale, the successful bidder shall execute an agreement with one or more sureties to the satisfaction of the District Forest Officer on a stamped paper of proper value procured at his own cost, and also furnish security deposit of Rs. 500 or one-quarter of the sale amount, whichever is less, for the due fulfilment of the conditions of the contract in the shape of Government Savings Bank Deposit. The recovery of security deposit will be waived in case the full sale amount together with cesses is paid in advance.

In default either to execute the agreement with the necessary sureties or to furnish the required security or both, the contract will be cancelled and the right resold, the defaulter being liable for any deficit in three-fourths of the original sale amount. He shall have no claim to any surplus accruing from such resale, but shall be liable for the loss arising therefrom which will be recovered as an arrear of land revenue under Section 79 of the Mysore Forest Act or any other law in force for the time being.

NOTE.—(i) The solvency and the respectability of the sureties should be proved to the satisfaction of the District Forest Officer and the sureties shall be held responsible for all payments to be made under the lease and for the due fulfilment of all the conditions of the contract.

(ii) A sample form of the agreement may be seen at any time in the District Forest Offices.

12. The balance of three-fourths of the sale amount will be paid in three equal instalments as follows.—

First khist on or before 1st November 1946.
Second khist on or before 1st May 1947.
Third khist on or before 1st November 1947.

If a default arises in the payment of any instalment or interest on the due date, the contract shall immediately stand suspended and all produce collected and in storage or transit during such period of suspension be forfeited to Government. In spite of such suspension, if the instalments of interest overdue continue to remain unpaid for a period of one month the contract shall be cancelled and the right resold at the risk of the defaulter, who shall have no claim on the surplus accruing from such resale, but shall be liable to the loss arising therefrom, which shall be recovered as an arrear of land revenue, under Section 79 of the Mysore Forest Act or any other law in force for the time being.

13. No concession of any kind will be shown to the contractor for loss on any account.

14. In the event or breach of any of these conditions, the lease will be cancelled or the security amount forfeited in whole or in part or both these penalties will be enforced at the discretion of the District Forest Officer, the Conservators of Forests, Shimoga and Mysore Circles, or the Chief Conservator of Forests, as the case may be. In the case of mere forfeiture of the deposit amount, in part or in full, the difference will be made good immediately by the contractor, and if not, the lease will be cancelled and resold at the risk of the original purchaser, who will be liable for any loss which will become recoverable as an arrear of land revenue but not participate in any profits.

15. Bidders are warned that no transfer or sub-letting of leases will be permitted.

8188 D. L. SATHE, *Chief. Consr. of Ft.*